

TOWN OF DEDHAM
REQUEST FOR PROPOSALS FOR A
PERSONAL PROPERTY REVALUATION
IN THE TOWN OF DEDHAM, MASSACHUSETTS
AS OF JANUARY 1, 2015

SECTION #1

PROPOSAL REQUIREMENTS

The Town of Dedham, Massachusetts acting through its' Board of Assessors is accepting sealed proposals from all interested contractors for the listing, coding and systems assistance on all personal property in the Town of Dedham for implementation in Fiscal Year 2016.

Sealed proposals will be received and registered in the Town Managers Office, Room #209, until February 6, 2015 at 3:00PM.

The Town of Dedham reserves the right to reject any and all proposals or to waive any informalities in the proposals, if it appears to be in the best interest of the Town.

Contractors shall separately submit price and non-price (or technical) proposals in two sealed envelopes. The price proposal, which is attached hereto must be completely filled out signed, placed in an envelope and sealed. The non-price proposal must at the very least address and comply with all minimum requirements set forth in this Request for Proposals in order to be considered responsive. The non-price proposal shall also be signed, placed in a separate envelope, and sealed.

Both the envelopes containing the price and the non-price proposals must be marked with the contractor's name, date of opening, description of proposal, and either PRICE PROPOSAL or NON-PRICE PROPOSAL.

A bidder may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of the Board of Assessors prior to the time and date set forth for proposal submission.

In addition to addressing each item in the specifications, the contractor must submit as part of its proposal the following information:

1. A letter of transmittal signed by the individual authorized to contractually bind the contractor stating that the offer is effective for at least sixty (60) calendar days from the deadline for the submission on proposals.
2. A copy of financial statements for the contractor's most recent Fiscal Year. The Town reserves the right to request additional information relative to the contractor's financial stability.
3. A list of the municipalities for which the contractor has provided personal property services, a general description of the specific services provided, fiscal years and client contacts.
4. A list of municipalities for which the contractor is currently committed to provide personal property services, the services being provided and client contacts.
5. Written assurances that the contractor has a complete knowledge and understanding of Department of Revenue (DOR) certification requirements and that all work performed shall reflect and comply with the DOR requirements.

SECTION #2

SCOPE OF SERVICES

1.0 Profile and other pertinent data regarding the Town of Dedham, Massachusetts.

- 1.1 The Town of Dedham contains approximately 1,000 personal property accounts as of January 1, 2015.
- 1.2 All accounts as discussed above are to be listed and collected in accordance with the provisions of this Request for Proposals.
- 1.3 The Board of Assessors utilizes the RRC Personal Property Appraisal Software of Real Estate Research Consultants, Inc. on an in-house basis.
- 1.4 Interested Contractors must utilize this appraisal software for the generation of values.

2.0 Services to be Performed

- 2.1 The Contractor will list and value all personal property within the Town of Dedham.
- 2.2 The Contractor shall conform to the usage classifications of all personal property so described, in accordance with Massachusetts General Laws, Chapter 59.
- 2.3 Any system changes required and updated pricing tables shall be the responsibility of the Contractor. The Contractor shall provide all necessary computer and appraisal consulting services to facilitate any system changes.

3.0 Responsibilities of the Town

- 3.1 The Board of Assessors shall receive a weekly status report from the Contractor. They shall review and evaluate the progress of the project, and if necessary or advisable notify the Contractor whether the work performed is or is not satisfactory and timely.
- 3.2 The Town shall, as available, provide to the contractor adequate office space including desk, chairs, a telephone and a file cabinet for the duration of the project.

4.0 Responsibilities of the Contractor

4.1 The contractor will identify owners of personal property located in the Town as of January 1, 2015.

4.2 All accounts will be identified as either assessable or non-assessable in accordance with the General Laws of the Commonwealth of Massachusetts. All personal property that is assessable will be listed at the site by the Contractor.

4.3 On all personal property accounts, a complete and individual inventory listing will be made of all taxable personal property at each site. This listing must contain sufficient detail so that an independent off-site value determination may be made. If initially unsuccessful in gaining access, at least two callbacks will be made with record made of the date and time of such visits. For each account of taxable personal property, the contractor will list, and provide the following information:

1. The Owner's Legal Name
2. Business Name
3. Business Address
4. Tax Billing Address
5. Type of Business
6. Telephone number
7. Type of Corporation (SIC Code)
8. Tax Status Code
9. Account Number
10. Date of on-site inspection
11. Name of contractor's representative who conducted the on-site inspection
12. Complete list of each inventory item that is assessable and taxable as personal property. Included by item shall be the appropriate coding for valuation purposes.
13. Valuation breakdown of accounts by the following categories:
 - A. Inventory
 - B. Furniture and Fixtures
 - C. Machinery and equipment
 - D. Underground utilities
 - E. Other

4.4 The Company shall verify and inspect all accounts taxable, non-taxable or exempt and shall state the reason for each account classified as either non-taxable or exempt. Non-taxable accounts shall be identified with NTV indicating inspection and no indicated value.

- 4.5 All listings will be as of January 1, and shall reflect the status of all personal property as of that date. All revaluation work shall meet the certification requirements of the Commissioner of Revenue.
- 4.6 The Company will be responsible for all data entry and report generation.
- 4.7 It is the responsibility of the Contractor to provide the Assessor with an Annual Report of New Listings and Deletions. This report must be provided in February of each year in question, fiscal 2016, 2017 and 2018. In compiling this report the Contractor must research the existing database and identify all new accounts to be deleted from the file. The Contractor shall specifically address the means by which this is to be accomplished.
- 4.8 The Contractor will guarantee that all information will be provided, from the current personal property software, in a format compatible with the tax billing system to be utilized by the Town.

5.0 Public Information Program

- 5.1 The Board of Assessors and the Contractor shall cooperate in maintaining good public relations throughout the period of this project. The Contractor must coordinate all activities necessary to promote public understanding, awareness and cooperation in conjunction with the entire project. The Contractor must be prepared to conduct a public information program that addresses the scope and objective of the project. This program shall continue on a regular basis for the duration of the project.
- 5.2 All public information activities should emphasize the responsibilities of the various participants, the appraisal methodology employed, and the overall goals of the project.

6.0 Defense of Values

- 6.1 The Contractor shall provide expert witnesses, at no cost, to represent the Town at all appeals to any Court, Appellate Tax Board, or otherwise, of valuation and/or classifications resulting from this project. All expert witnesses must be approved by the Assessors.
- 6.2 These services will include the preparation of detailed narrative reports, if required, at a per diem rate to be provided by the Contractor.

7.0 Project Timetable

- 7.1** The Contractor must submit a comprehensive work plan at a minimum addressing the components indicated below and containing the following information for each component: starting date, completion date, and contractor's staff assignments for each year of the contract. The components to be addressed are as follows:

Project Start-Up
Data Collection
Coding
Data Entry
Valuation
Assessors Review
Preliminary Certification Review
Public Disclosure of Values
Final Certification Review
Project Completion

8.0 Project Staffing

- 8.1** The Contractor must set forth the project staffing to be utilized on this project. At a minimum, the Contractor shall address the following levels:

Project Director
Coding Personnel
Personal Property Listers
Data Processing Interface

- 8.2** Each individual, their project duties, the number of work days each will spend on this project and on other projects in which the contractor will be concurrently involved must be broken down into the following categories:

Name
Title
Project Responsibilities
Man Hours This Project
Man Hours Other Projects

- 8.3** The qualifications of each individual set forth above will be provided to the Town by submitting full resumes, which must include prior work experience, dates, positions, responsibilities for each employer, education and professional affiliations.

- 8.4** Since the project staffing is such an integral part of this project, contractors shall contractually commit all individuals as submitted in their proposal, to this project. Any deviation from the proposed individuals and man hours will constitute a breach of agreement to any contractual agreement which may result from this Request for Proposals.
- 8.5** Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the contractors staffing as outlined in the proposal will be subject to the approval of the Town. The Town shall notify the contractor within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

MINIMUM EVALUATION CRITERIA

In addition to the conditions established in Section #2, The Scope of Services, Contractors must also meet all provisions of the criteria as set forth below in order to qualify for consideration in the Comparative Evaluation Criteria. Any Contractor who does not satisfy this will be specifically rejected as non-responsive. All Contractors must submit all necessary client lists, resumes and other pertinent information in order to evidence levels of experience and competence, in answering all Minimum and Comparative Evaluation Criterion.

- (1) The Contractor must have a staff of at least 10 full-time, non-clerical individuals dedicated to providing revaluation services.
- (2) The Timetable, as proposed, must evidence project completion date on or before July 31, 2015.
- (3) The proposed Project Director must have at least twenty (20) years experience in a Project Director capacity relative to personal property valuation.
- (4) The Contractor must evidence the successful completion of at least twenty (20) personal property projects containing at least 1,000 accounts.

COMPARATIVE EVALUATION CRITERIA

Contractors who satisfy all provisions of this RFP as set forth herein will be evaluated by the measures as set forth below. All contractors eligible for rating through this section will be rated for each of the categories through the following distinctions:

- A) Unacceptable
- B) Non-Advantageous
- C) Advantageous
- D) Highly Advantageous

- (1) Contractors experience with other Personal Property programs in Massachusetts.

- A) Unacceptable:
No experience in Massachusetts.
- B) Not Advantageous:
Less than twenty successful Personal Property revaluations in Massachusetts.
- C) Advantageous:
More than twenty, but less than fifty successful Personal Property revaluations in Massachusetts.
- D) Highly Advantageous:
Fifty or more successful Personal Property revaluations in Massachusetts.

- (2) Contractors ability to utilize existing database and appraisal system. Personal Property - The Town utilizes the RRC Personal Property Software of Real Estate Research Consultants, Inc., which resides in-house.

- A) Unacceptable:
No experience utilizing personal property software.
- B) Not Advantageous:
One successful revaluation utilizing personal property software.
- C) Advantageous
Ten or more successful revaluations utilizing the RRC Personal Property Software.

- D) Highly Advantageous:
At least twenty successful revaluations utilizing the RRC Personal Property Software, at least one of which were performed for the Town of Dedham.

(3) Qualifications and experience of staff to be assigned to this revaluation assignment.

- A) Unacceptable:
No revaluation appraisal experience.
- B) Not Advantageous:
Revaluation experience of some of the staff as a Senior Personal Property Appraiser
- C) Advantageous:
Revaluation experience of all of the staff as a Senior Personal Property Appraiser
- D) Highly Advantageous:
Revaluation experience of all of the staff as Senior Personal Property Appraiser and experience utilizing the RRC Personal Property Software and at least eight years of direct personal property experience in the Town of Dedham.

(4) Qualification and experience of the Project Director.

- A) Unacceptable:
Less than five years experience in a Project Director or Project Supervisor capacity on Personal Property projects.
- B) Not Advantageous:
More than five years experience in a Project Director or Project Supervisor capacity on Personal Property projects and no supervisory experience in a community of 1,000 or more accounts.
- C) Advantageous:
More than five years experience in a Project Director or Project Supervisor capacity on Personal Property projects and supervisory experience in a 1,000 account community.

- D) Highly Advantageous:
More than twenty years experience in a Personal Property Project Director capacity, experience in a 1,000 account community, experience on the RRC Personal Property Software and at least eight years of direct personal property experience in the Town of Dedham.

(5) Experience of the Contractor

- A) Unacceptable:
Less than five years in providing Personal Property services in Massachusetts.
- B) Not Advantageous:
More than five years but less than ten years experience in providing Personal Property appraisal services in the Commonwealth.
- C) Advantageous:
More than ten years experience in providing Personal Property services within the Commonwealth.
- D) Highly Advantageous:
At least twenty years experience in providing Personal Property services in the Commonwealth.

(6) Project Timetable

All contractors must demonstrate that they can complete this revaluation assignment by July 31, 2015.

Any proposal that reflects anything beyond this date will be unacceptable.

PRICE PROPOSAL - PERSONAL PROPERTY

This form will be used by the Contractor as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Contractors must fill out this form for each year of the contract in its entirety and submit it in a separate envelope as their Price Proposal.

Fiscal 2016 Revaluation

Data Collection and Valuation of all 1,000 Accounts @ _____ /acct =\$ _____

Appraisal of all Wireless Telephone Companies =\$ _____

Total For Fiscal 2016 =\$ _____

The undersigned agrees to furnish the Town of Dedham with the entire project as detailed in the Request for Proposals at the price as evidenced above:

Company _____

Authorized Signature _____

Name and Title _____

Date _____

SECTION #3

GENERAL CONDITIONS

1.0 GENERAL CONDITIONS AND MANDATORY CONTRACTUAL REQUIREMENTS

All bidding contractors, by the virtue of their bid, agree to comply in full with all conditions as set forth in any contractual agreement resulting from such proposal.

1.1 PROPOSAL RULES

This proposal is solicited and will be awarded pursuant to the "Uniform Procurement Act", Chapter 30B of the Massachusetts General Laws.

1.2 BASIS OF PROPOSAL AWARD

- A. The contract shall be awarded to the contractor submitting the most advantageous proposal, taking into consideration the proposal's relative merits and relative prices.
- B. The Town of Dedham Board of Assessors will be asked to assist the Chief Procurement Officer to evaluate the responses to this proposal.

1.3 COMPLIANCE WITH APPLICABLE LAWS

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The contractor must affirm that he will conduct this project in compliance with the General Laws of the Commonwealth of Massachusetts relating to property assessment administration. Therefore, the contractor must have a complete understanding of these laws. Furthermore, the contractor must be cognizant of the role of the Massachusetts Department of Revenue in administering and enforcing these laws, and must agree to comply with all regulations and directives of the Department of Revenue.

- C. The contractor must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to the contractor pursuant to its obligations during this project. The contractor and any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates necessary for the performance of his obligations pursuant to the agreement.

1.4 FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach under the agreement for any failure to perform, including without limitation a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgement, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, War, Civil disobedience, extraordinary weather conditions, labor disputes, or shortage or fluctuation in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically at no further cost to the Town to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the entire revaluation program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination".

1.5 TERMINATION OF CONTRACT

Subject to the provisions of the section entitled "Force Majeure", if the contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the contractor, then the Town shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

1.6 ASSIGNMENT OF CONTRACT

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town provided, however, that claims for money due or to become due to the Contractor from the Town hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Town against the Contractor in the absence of such assignment.

1.7 EVALUATION OF WORK

To assure compliance with the agreement work shall be performed on the Town of Dedham premises and must be available for inspection at any time. The Board of Assessors or its designees shall have the right to enter into the contractor's work area during the normal business hours to inspect, monitor or otherwise evaluate the work performed or being performed therein.

1.8 OWNERSHIP OF INFORMATION

- A. All information acquired by the contractor from the Town or from others at the expense of the Town in performance of the agreement, shall be and remain the property of the Town. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the contractor for delivery to the Town shall be and remain the property of the Town.
- B. The contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town. The contractor further agrees to return said information in whatever form it is maintained by the contractor.

1.9 EXAMINATION

By submitting a bid, the bidder warrants that he has examined the site of the work, the specifications and drawings and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

1.10 ABILITY AND EXPERIENCE

- A. The Awarding Authority will not award a contract to any bidder who cannot furnish satisfactory evidence of his ability and experience in this type of work and that he has sufficient plant and capital to enable him to execute and complete the work within the given time period.
- B. The Awarding Authority may make such investigations as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish same under oath if required.

1.11 CERTIFICATE OF NON-COLLUSION AND TAX ATTESTATION FORM

All bidders must submit a form that incorporates both an attestation clause regarding Massachusetts State Tax returns and a certificate of non-collusion.

1.12 CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

1.13 CONFLICT OF INTEREST

- A. The contractor agrees that, to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this agreement.
- B. No employee of the Town and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall:
 - 1. Participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested.
 - 2. Have any financial interest, direct or indirect in this agreement or the proceeds thereof.
- C. The Contractor shall not contract with or employ an assessor or other municipal employee of the Town in connection with the revaluation project.

1.14 LIABILITY

The Contractor agrees to indemnify, save harmless, and defend the Town from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including costs of defense, settlement, and reasonable attorney fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused in whole or in part, by the contractor's employees, or its agents or servants, in the performance of this contract.

1.15 INSURANCE COVERAGE

General - The Contractor shall before commencing performance of the contract be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Dedham, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Dedham at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Contractor.

Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Contractor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Dollars (\$500.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive Liability and Property Damage Insurance

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property.

All insurance coverage as required shall be placed with an insurance carrier approved by the commonwealth and acceptable to the Town of Dedham. Contractor Compliance with this section shall constitute a material condition of the contract documents.

FAILURE TO COMPLY WITH ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY BID AS NON-RESPONSIVE.